



NOV - 3 1980 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

SEABOARD COAST LINE RAILROAD COMPANY

Law Department

3600 West Broad Street

Richmond, Virginia 23230

EDWARD C. TANNEN
ASSISTANT GENERAL ATTORNEY

No. 0-308H047

Date NOV 8 1980

Fee \$10.00

ICC Washington, D. C.

MAIL ADDRESS: P. O. BOX 27581
RICHMOND, VA. 23261

October 30, 1980

103735

105824

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 counterparts Nos. 1 through 4 of a Second Supplemental Agreement dated as of October 1, 1980, to a Conditional Sale Agreement and Agreement and Assignment thereof, both dated as of September 1, 1973. The Conditional Sale Agreement was filed with your Commission on September 10, 1973, at 4:00 p.m. and assigned Recordation No. 7152, and the Agreement and Assignment was filed on October 16, 1973, at 10:40 a.m. and assigned Recordation No. 7152-A. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the second supplemental agreement

(a) Agent-Assignee - Mercantile-Safe Deposit and Trust Company, P. O. Box 2258, Baltimore, Maryland 21203

(b) Vendee - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Virginia 23230

2. Description of equipment covered by the second supplemental agreement

Identifying marks

"Owned by a Bank or Trust Company under a Security Agreement Filed under the Interstate Commerce Act, Section 20c"

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Designation</u>	<u>No.</u>	<u>SCL Road Numbers</u>
Coil steel cars	100-ton	FMS	9	109067-109075, inclusive

3. Counterparts Nos. 2 through 4 of the above mentioned document should be returned to the undersigned at P. O. Box 27581, Richmond, Virginia 23261.

I am enclosing this company's check covering the recordation fee for the above mentioned document.

Yours very truly,


Edward C. Tannen

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ORIGINAL PART NO. 4 OF
4 COUNTERPARTS.

THIS SECOND SUPPLEMENTAL INTERSTATE COMMERCE COMMISSION Agreement dated as of

October 1, 1980, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called the "Agent", and SEABOARD COAST LINE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Railroad Company".

W I T N E S S E T H:

WHEREAS, by a Conditional Sale Agreement dated as of September 1, 1973, hereinafter called the "Conditional Sale Agreement", between Pullman Incorporated (Pullman-Standard division), hereinafter called the "Vendor", and the Railroad Company, the Vendor agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions therein set forth, certain cars described therein; and

WHEREAS, by an Agreement and Assignment dated as of September 1, 1973, hereinafter called the "Assignment", the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, all its right, title and interest under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to

the provisions of Section 20c of the Interstate Commerce Act, on September 10, 1973, at 4:00 P.M., and assigned Recordation No. 7152, and the Agreement and Assignment was filed with the Commission on October 16, 1973, at 10:40 A.M. and assigned Recordation No. 7152-A; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires the Railroad Company to pay to the Agent the Casualty Value of all cars suffering a Casualty Occurrence and permits the Railroad Company to replace any cars which have suffered Casualty Occurrences with other standard gauge rolling stock, other than passenger or work equipment, of types other than locomotives put into service no earlier than September 1, 1973, by directing that any such funds deposited with the Agent be applied to the cost of replacement equipment; and

WHEREAS, there is on deposit with the Agent the sum of \$451,953 as a result of cars having suffered Casualty Occurrences;

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Article 8 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent nine (9) 100-ton coil steel cars bearing the Railroad Company's road numbers SCL 109067-109075, being new standard gauge rolling stock put

into service no earlier than the date of this Second Supplemental Agreement, having an aggregate purchase price as of the date hereof of no more than \$451,953.

The Conditional Sale Agreement and the Assignment are hereby amended to subject said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original equipment subject thereto and included in the term "Equipment" as used therein.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. §11303.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Agent and the Railroad Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective

corporate seals to be hereunto affixed, duly attested as of the
day and year first above written.

Attest:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, Agent

F H Gilman
Corporate Trust Officer

By [Signature]
Assistant Vice President

Attest:

SEABOARD COAST LINE RAILROAD COMPANY

[Signature]
Assistant Secretary

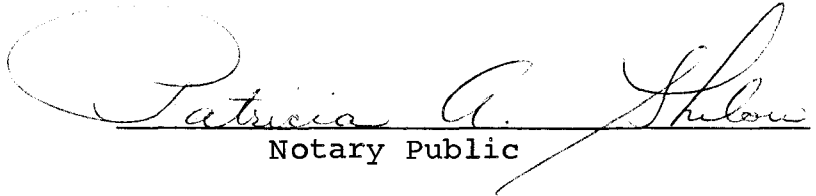
By [Signature]
Senior Vice President-Finance

STATE OF MARYLAND)

) ss

CITY OF BALTIMORE)

On this 23rd day of October, 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(SEAL)

My term expires 7-1-82

STATE OF FLORIDA)

) ss

COUNTY OF DUVAL)

On this 30th day of October, 1980, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn, says that he is Senior Vice President-Finance of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(SEAL)

My term expires May 28, 1981